

that the lessee purchase or otherwise acquire securities or obligations of the lessor, provided that there shall be excluded from the operation of this clause (iii) any contract providing for an obligation to make payments as lessee, sub-lessee or assignee of the tenant's rights under the Indenture of Lease dated as of March 1, 1968 between The Industrial Development Board of the City of Cleveland (Tennessee), Lessor, and The Duplan Corporation, Lessee, in accordance with the provisions thereof in effect on October 1, 1971; or

(iv) any contract for the sale or use of materials, supplies or other property, or the rendering of services, if such contract (or any related document) requires that payment for such materials, supplies or other property, or the use thereof, or payment for such services, shall be subordinated to any indebtedness (of the purchaser or user of such materials, supplies or other property or the Person entitled to the benefit of such services) owed or to be owed to any Person, or

(v) any other contract which, in economic effect, is substantially equivalent to a guarantee, except as permitted by clause (v) or clause (vi) of Division C of Section 5.10 and except where the obligation is limited to a fixed maximum amount which is within the limitations of clause (viii) of Division C of Section 5.10;

J. *Transfer of Business.* Transfer or cause to be transferred, by any method whatsoever, any substantial part of its present or future business to any Affiliate or make or permit the making of any arrangement whereby an Affiliate will assume or take over any substantial part of the present or future business of the Company or any Subsidiary, except as permitted by clauses (i), (ii) and (iii) of Division E of Section 5.10.

SECTION 5.11. *Sale of Stock of Subsidiaries.* The Company will not permit any Subsidiary to issue, sell or dispose of any shares of any class of such Subsidiary's stock (other than directors' qualifying shares) except to the Company.

SECTION 5.12. *Financial Statements.* The Company will deliver to the Trustee:

(a) as soon as practicable and in any event within 45 days after the end of each quarterly period (other than the last quar-